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10 Attorneys for Plaintiff
11 INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

16 INTERNATIONAL CHURCH OF THE
FOURSQUARE GOSPEL,

Plaintiff.

V.

CITY OF SAN LEANDRO

Defendant

FAITH FELLOWSHIP FOURSQUARE CHURCH

Real Party in Interest.

No. 4:07-cv-03605-PJH

**STIPULATION AND [PROPOSED]
ORDER FOR DISMISSAL OF
COMPLAINT WITH PREJUDICE
PURSUANT TO FRCP 41**

Judge: Hon. Phyllis J. Hamilton
Courtroom: 3

Complaint Filed: July 12, 2007

5 WHEREAS, on September 14, 2012, Plaintiff International Church of the
6 Foursquare Gospel and Real Party in Interest Faith Fellowship Foursquare Church
7 (collectively, the "Church") and Defendant City of San Leandro ("City") (collectively, the

1 "Parties") participated in court ordered mediation at which time they agreed to fully settle
2 the instant action;

3 WHEREAS, the Parties subsequently entered into a Settlement Agreement and
4 Mutual Release resolving all of the Church's claims against the City, including all claims
5 arising under the Religious Land Use and Institutionalized Persons Act ("RLUIPA"),
6 codified at 42 U.S.C. § 2000cc, *et. seq.*, in exchange for valuable consideration;

7 NOW THEREFORE, the Parties hereby jointly and respectfully request that the
8 Court, pursuant to Federal Rule of Civil Procedure 41(a)(1), discontinue and dismiss with
9 prejudice the above titled-action as to all parties, with each party bearing its own fees and
10 costs, except as provided for in the Settlement Agreement and Mutual Release into
11 between the Parties.

12

13 **IT IS SO STIPULATED.**

14 Dated: 9/26, 2012

15 MEYERS, NAVE, RIBACK, SILVER & WILSON

16 By


DEBORAH J. FOX

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19 Attorneys for Defendant
20 CITY OF SAN LEANDRO

21 Dated: 9/26, 2012 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

22 By


SCOTT E. HENNIGH
MEREDITH A. JONES-MCKEOWN

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25 Attorneys for Plaintiff
26 INTERNATIONAL CHURCH OF THE
27 FOURSQUARE GOSPEL
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[PROPOSED] ORDER

Having been advised by the Parties that a Settlement Agreement and Mutual Release was entered into, pursuant to which the Church has agreed to release all pending claims against the City, including all claims arising under RLUIPA, in exchange for valuable consideration, the matter of *International Church of the Foursquare Gospel v. City of San Leandro*, United States District Court, Northern District of California, Case No. 4:07-cv-03605-PJH, is, by reason of the settlement, hereby dismissed with prejudice in its entirety as to all parties.

IT IS SO ORDERED.

Dated: 9/26/12

